

September 13, 2017

Vice-Chairman Zinnel called the regular meeting to order at 8:30 a.m. with Behn and Zinnel present. Behn moved Zinnel seconded motion to approve the minutes of September 6, 2017 meeting. NO: None; YES: Behn and Zinnel. Motion carried.

Behn moved Zinnel seconded motion to approve the agenda. NO: None; YES: Behn and Zinnel. Motion carried.

Zinnel called Joint Drainage meeting for Boone 93B-Story Joint 4 to order to consider hiring a contractor to televise tile branch A. Quote from Central Iowa Televising for \$1,228.00 was authorized See drainage district meeting minutes in auditor's office for details.

Reports and discussion on any issue the Board members need to share with each other

- Behn reported that there have been additional concerns expressed between residents on QF Lane and Conservation Board. Conservation Board to set a meeting to address concerns
- Zinnel brought up the default provisions in the Communication system Agreement between Boone County E911 Service Board and Boone County. Currently it says if E911 Board is more than 10 days late making May 1 or Nov 1 payment County may charge a penalty of \$500.00 per day until payment is made. Zinnel suggested the penalty was very high compared to amount of payment due. He suggested giving them 20 days grace and reducing the per day charge to \$100.00. Provision for default was changed to levels Zinnel proposed.

Public Safety Communications Project: Discussion and update on legal procedure

Behn moved Zinnel seconded motion to approve agreement between E911 Board and Boone County Board of Supervisors for funding of Public Safety Law Enforce Communications Project. NO: None; YES: Behn and Zinnel. Motion carried.

Behn moved Zinnel seconded motion to accept of the resignation of Donna Schaaf, part time, Case Manager for CCS effective April 1, 2017. NO: None; YES: Behn and Zinnel. Motion carried.

Behn moved Zinnel seconded motion to approve hiring Michele M. Parker, part time, 911 Dispatcher, Boone County Sheriff Department, at \$16.32 per hour effective September 13, 2017. NO: None; YES: Behn and Zinnel. Motion carried.

Behn moved Zinnel seconded motion to approve the City of Woodward's request to waive Landfill tipping fees on 4 loads of municipal solid waste for City Wide Clean up day October 7, 2017. NO: None; YES: Behn and Zinnel. Motion carried.

Behn moved Zinnel seconded motion to approve request from the City of Boone to abate taxes on City owned property – local address 1627 5th St. NO: None; YES: Behn and Zinnel. Motion carried.

Behn moved Zinnel seconded motion to approve property tax adjustment for Paul L. & Kimberly K. Peters for property located in 316 S Kennedy Ave, Madrid- due to not receiving Business Property Tax Credit for current tax year. NO: None; YES: Behn and Zinnel. Motion carried.

Behn moved Zinnel seconded motion to approve application for Special Class C Liquor License (BW) (Beer/Wine) and Sunday Sales for SportsIowa, LLC. NO: None; YES: Behn and Zinnel. Motion carried.

Lois Powers, Landfill Administrator presented departmental update.

Duffy joined meeting at 9:25 returning from knee surgery on September 5, 2017.

Zinnel moved Behn seconded motion to approve signing Bond Counsel Engagement Agreement between Boone County and Ahlers & Cooney P.C. for proposed issuance of approximately \$3,500,000 Taxable General Obligation Refunding Capital Loan Notes. NO: None; YES: Behn, Duffy and Zinnel. Motion carried.

Zinnel moved Behn seconded motion to approve signing Engagement Letter between Boone County and Piper Jaffray & Co. for General Obligation Refunding Capital Loan Notes, Taxable Series 2017 (refinance the 2009 and 2011 CIE Bonds). NO: None; YES: Behn, Duffy and Zinnel. Motion carried.

Board Member Zinnel introduced the following Resolution entitled "RESOLUTION FIXING DATE FOR A MEETING ON THE AUTHORIZATION OF A LOAN AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$3,500,000 TAXABLE GENERAL OBLIGATION REFUNDING CAPITAL LOAN NOTES OF BOONE COUNTY, STATE OF IOWA (FOR ESSENTIAL COUNTY PURPOSES), AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF", and moved that the same be adopted. Board Member Behn seconded the motion to adopt. The roll was called and the vote was: NO: None; YES: Behn, Duffy and Zinnel. Motion carried.

Whereupon, the Chairperson declared the resolution duly adopted as follows:

RESOLUTION FIXING DATE FOR A MEETING ON THE AUTHORIZATION OF A LOAN AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$3,500,000 TAXABLE GENERAL OBLIGATION REFUNDING CAPITAL LOAN NOTES OF BOONE COUNTY, STATE OF IOWA (FOR ESSENTIAL COUNTY PURPOSES), AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF

WHEREAS, it is deemed necessary and advisable that Boone County, State of Iowa, should provide for the authorization of a Loan Agreement and issuance of Taxable General Obligation Refunding Capital Loan Notes, to the amount of not to exceed \$3,500,000, as authorized by Sections 331.402 and 331.443, of the Code of Iowa, for the purpose of providing funds to pay costs of carrying out essential county purpose project(s) as hereinafter described; and

WHEREAS, the Loan Agreement and Notes shall be payable from the Debt Service Fund; and

WHEREAS, before a Loan Agreement may be authorized and Taxable General Obligation Refunding Capital Loan Notes, issued to evidence the obligation of the County thereunder, it is necessary to comply with the provisions of the Code of Iowa, as amended, and to publish a notice of the proposal and of the time and place of the meeting at which the Board proposes to take action for the authorization of the Loan Agreement and Notes and to receive oral and/or written objections from any resident or property owner of the County to such action.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF BOONE COUNTY, STATE OF IOWA:

That this Board meet in the Board Room, County Courthouse, 201 State Street, Boone, Iowa 50036, at 10:00 A.M., on the 27th day of September, 2017, for the purpose of taking action on the matter of the authorization of a Loan Agreement and issuance of not to exceed \$3,500,000 Taxable General Obligation Refunding Capital Loan Notes, for essential county purposes, the proceeds of which notes will be used to provide funds to pay the costs of refunding outstanding general obligation indebtedness of the County, including the Taxable General Obligation Capital Loan Notes, Series 2009A, dated May 1, 2009, and the Taxable Urban Renewal General Obligation Capital Loan Notes, Series 2011, dated September 1, 2011.

The Auditor is authorized and directed to proceed on behalf of the County with the negotiation of terms of a Loan Agreement and the issuance of Taxable General Obligation Refunding Capital Loan Notes, evidencing the County's obligations to a principal amount of not to exceed \$3,500,000, to select a date for the final approval thereof, to cause to be prepared such notice and sale information as may appear appropriate, to publish and distribute the same on behalf of the County and this Board and otherwise to take all action necessary to permit the completion of a loan on a basis favorable to the County and acceptable to the Board.

That the Auditor is hereby directed to cause at least one publication to be made of a notice of the meeting, in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in the County. The publication to be not

less than four clear days nor more than twenty days before the date of the public meeting on the issuance of the Notes.

Tanner Scheuermann, Boone County Conservation Director presented departmental update.

Duffy called public hearing to approve lease/purchase agreement to finance the purchase of JD 5100M Utility Tractor and Loader – Boone County Conservation. There being no comments written or oral, Zinnel moved Behn seconded motion to close public hearing. NO: None; YES: Behn, Duffy and Zinnel. Motion carried.

Zinnel moved Behn seconded motion to approve Resolution 2017-26 approving purchase of a JD 5100M and loader for county conservation from Van-Wall Equipment Inc and approve lease purchase agreement to finance purchase as follows. NO: None; YES: Behn, Duffy and Zinnel. Motion carried.

RESOLUTION 2017- 26

A RESOLUTION TO APPROVE LEASE/PURCHASE AGREEMENT TO FINANCE THE PURCHASE JD 5100M UTILITY TRACTOR AND LOADER.

Whereas, Boone County Conservation Board has recommended to the Board of Supervisors that a purchase of a John Deere 5100M Utility Tractor and John Deere H310 Standard Loader, and

Whereas, the Boone County Conservation Board obtained three quotes on said utility tractor and have recommended to Board of Supervisors the purchase of the tractor and loader from Van-Wall Equipment, Inc. for \$66,263.00, and

Whereas, Conservation Board believes the best use of county resources is to finance this purchase with a five year lease purchase agreement, and

Whereas, Iowa Code 331.301.10 states: "A county may enter into leases or lease-purchase contracts for real or personal property in accordance with the following terms and procedures:

e. The board may authorize a lease or lease-purchase contract which is payable from the general fund if the contract would not cause the total of lease and lease-purchase payments due from the general fund of the county in any single future fiscal year for all lease or lease-purchase contracts in force on the date of the authorization, excluding payments to exercise purchase options or to pay the expenses of operation or ownership of the property, to exceed ten percent of the last certified general fund budget amount in accordance with the following procedures:

(1) (a) The board must follow substantially the authorization procedures of section 331.443 to authorize a lease or lease-purchase contract for personal property which is payable from the general fund. ..."

NOW THEREFORE LET IT BE RESOLVED THAT THE Boone County Board of Supervisors has determined the useful life of proposed equipment to exceed 10 years. It is agreed that the conservation department will pay the cost of any repairs and costs of operation. It is also agreed that a portion of each lease payment shall be recorded as interest and to principle as if a normal financing agreement. This lease /purchase agreement will be paid from county general fund and is the only such agreement payable from county general fund and does not exceed 10% of the last certified expenditure of the county general fund which limit would be 10% of \$8,461,862.

BE IT FURTHER RESOLVED THAT the Board hereby authorizes the lease purchase agreement to finance purchase price of \$68,848.82 for 5 years through U.S. Bank Equipment Finance, Inc.

Eric Sloan, IT Director discussed Verizon Wireless Device Trade-in Program for Government Entities.

Zinnel moved Behn seconded motion authorizing Eric Sloan to sign the Verizon Wireless Device Trade-In Program for Government Entities agreement. . NO: None; YES: Behn, Duffy and Zinnel. Motion carried.

Supervisor Duffy provided his reasons for his vote on the financing of the Public Safety Communication project : "I feel that I should explain my "no" vote on this issue. I appreciate my colleagues' hard work and position on this issue. I however cannot vote for the lease option for financing the communications project. The tax exempt guarantee is of some question as are other issues when compared to the general obligation bond method. I am also concerned with the lack of legally binding guarantee of payment from the 911 board. I believe since the 911 board cannot enter into a contract, the benefitted entities should provide the guarantee."

Board Member Zinnel moved that the form of Tax Exemption Certificate be placed on file and approved. Board Member Behn seconded the motion. The roll was called and the vote was, NO: Duffy, YES: Behn and Zinnel. Motion Passed.

Board Member Zinnel introduced the following resolution entitled "RESOLUTION AUTHORIZING ACTION TO ENTER INTO A GENERAL OBLIGATION LEASE PURCHASE AGREEMENT IN THE PRINCIPAL AMOUNT OF \$2,669,492 FOR A LEASE OR LEASE PURCHASE OF PEACE OFFICER COMMUNICATION EQUIPMENT AND OTHER EMERGENCY SERVICES COMMUNICATION EQUIPMENT AND SYSTEMS, AN ESSENTIAL COUNTY PURPOSE, AND LEVYING A TAX TO PAY SAID LEASE PURCHASE AGREEMENT" and moved that the same be adopted. Board Member Behn seconded the motion to adopt. The roll was called and the vote was, NO: Duffy, YES: Behn and Zinnel. Motion Passed.

Whereupon, the Chairperson declared the resolution duly adopted as follows:
RESOLUTION AUTHORIZING ACTION TO ENTER INTO A GENERAL OBLIGATION LEASE PURCHASE AGREEMENT IN THE PRINCIPAL AMOUNT OF \$2,669,492 FOR A LEASE OR LEASE PURCHASE OF PEACE OFFICER COMMUNICATION EQUIPMENT AND OTHER EMERGENCY SERVICES COMMUNICATION EQUIPMENT AND SYSTEMS, AN ESSENTIAL COUNTY PURPOSE, AND LEVYING A TAX TO PAY SAID LEASE PURCHASE AGREEMENT

WHEREAS, Boone County, State of Iowa (the "County"), is in need of funds to pay costs of the lease or lease purchase of peace officer communication equipment and other emergency services communication equipment and systems, an essential county purpose, and it is deemed necessary and advisable that a lease purchase agreement in the aggregate principal amount of \$2,669,492 be entered into for such purpose; and

WHEREAS, pursuant to notice published as required by Sections 331.301(10) and 331.443 of the Code of Iowa, as amended (the "Code"), this Board has held a public meeting and hearing upon the proposal to institute proceedings for the authorization of a lease purchase agreement in the aggregate principal amount of not to exceed \$3,500,000 for such purposes, and the Board is therefore now authorized to proceed with the authorization of the lease purchase agreement; and

WHEREAS, Motorola Solutions, Inc., having its principal place of business in Chicago, Illinois ("Motorola"), has agreed to loan the County the principal sum of \$2,669,492 pursuant to the terms of an Equipment Lease Purchase Agreement (the "Lease") dated as of such date as Motorola and the County may agree, between the County, as Lessee, and Motorola, as Lessor thereunder; and

WHEREAS, the County will agree in the Lease to repay Motorola the principal sum of \$2,669,492, plus interest on such amount at a rate per annum as set forth in the payment schedule attached as Exhibit A hereto, and any applicable taxes or miscellaneous payment due thereunder, over a period of ten (10) years, resulting in total payments thereunder of \$3,016,841.85, all as set forth in the Lease; and

WHEREAS, this Board has determined that the terms of the Lease do not exceed the economic life of the property being acquired pursuant thereto; and

WHEREAS, the Lease will be payable from the Debt Service Fund; and

WHEREAS, there has been presented to this meeting the form of Lease between the County and Motorola which the County proposes to enter into; and

WHEREAS, it appears that such instrument is in appropriate form and is an appropriate instrument for the purposes intended.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS, BOONE COUNTY, STATE OF IOWA:

Section 1. Definitions. The following terms shall have the following meanings in this Resolution unless the text expressly or by necessary implication requires otherwise:

- "Equipment" shall mean the new peace officer communication equipment and other emergency services communication equipment and systems, as more particularly described in Schedule "A" to the Lease.
- "Financing Documents" shall mean any insurance, delivery, transcript and incumbency certificates to be delivered in conjunction with the closing of the Lease, relating to the Equipment to be acquired pursuant to the Lease, and Form 8038-G Information Reporting Returns.
- "Issuer" or "County" or "Lessee" shall mean Boone County, State of Iowa.
- "Lease" shall mean the Equipment Lease Purchase Agreement, in the initial principal amount of \$2,669,492, by and between the County and Motorola.
- "Motorola" or "Lessor" shall mean Motorola Solutions, Inc. of Chicago, Illinois.
- "Project Fund" shall mean the fund established by this Resolution for the deposit of the proceeds of the Lease
- "Rebate Fund" shall mean the fund so defined in and established pursuant to the Tax Exemption Certificate.
- "Tax Exemption Certificate" shall mean the Tax Exemption Certificate executed by the Treasurer of the County and delivered at the time of issuance and delivery of the Lease.
- "Treasurer" shall mean the County Treasurer or such other officer as shall succeed to the same duties and responsibilities with respect to the recording and payment of the Lease issued hereunder.

Section 2. Authority and Purpose. The Lease authorized by this Resolution shall be issued pursuant to Sections 331.301(10) and 331.443 of the Code of Iowa, and in compliance with all applicable provisions of the Constitution and laws of the State of Iowa. The Lease is hereby authorized in the aggregate principal amount of \$2,669,492 for the purpose of paying costs of acquiring the Equipment.

Section 3. Approval of Lease. Motorola shall deliver the Equipment to the County secured by the lease in the aggregate principal sum of \$2,669,492, which provide for the repayment by the County in an amount equal to the principal and interest on the unpaid balance thereof from the date of delivery of the Lease to Motorola, in the amounts and at the rates and in installments as specified therein, and the form and content of the Lease, the provisions of which are incorporated herein by reference, hereby are in all respects authorized, approved and confirmed, and the Chairperson and the County Auditor are hereby authorized, empowered and directed to execute, attest, seal and deliver the Lease for and on behalf of the County, including necessary counterparts and in substantially the form and content now before this meeting but with such changes, modifications, additions or deletions therein as shall to them seem necessary, desirable or appropriate, their execution thereof to constitute conclusive evidence of their approval of any and all changes, modifications, addition or deletions therein from the form and content of the Lease now before this meeting, and from and after the execution and delivery of the Lease, the Chairperson and the County Auditor are hereby authorized, empowered and directed to do all such acts and things and execute all such documents as may be necessary to carry out and comply with the provisions of the Lease as executed.

Section 4. Additional Documents. The Chairperson, County Auditor and Treasurer hereby are authorized, empowered and directed to execute, attest, seal and deliver for and on behalf of the County any and all Financing Documents and any other additional certificates, documents, opinions or other papers and perform all other acts, including without limitation the execution of all closing documents, as they may deem necessary or appropriate

in order to implement and carry out the intent and purposes of this Resolution. Section

5. Levy and Certification of Annual Tax; Other Funds to be Used.

(a) Levy of Annual Tax. That for the purpose of providing funds to pay the principal and interest of the Lease hereinafter authorized to be issued, but subject to the right of non-appropriation reserved in subsection (d) hereof, there shall be levied in the Debt Service Fund for each future year the following direct annual tax on all of the taxable property in Boone County, Iowa, to-wit:

FISCAL YEAR (JULY 1 TO JUNE 30)

<u>AMOUNT</u>	<u>YEAR OF COLLECTION</u>
\$335,204.65	2018/2019
\$335,204.65	2019/2020
\$335,204.65	2020/2021
\$335,204.65	2021/2022
\$335,204.65	2022/2023
\$335,204.65	2023/2024
\$335,204.65	2024/2025
\$335,204.65	2025/2026
\$335,204.65	2026/2027

(NOTE: For example the levy to be made and certified against the taxable valuations of January 1, 2018, will be collected during the fiscal year commencing July 1, 2019).

(b) Resolution to be Filed With County Auditor. A certified copy of this Resolution should be filed with the County Auditor of Boone County, State of Iowa, and said Auditor is hereby instructed in and for each of the years as provided, to levy and assess the tax hereby authorized in Section 5 of this Resolution, in like manner as other taxes are levied and assessed, and such taxes so levied in and for each of the years aforesaid be collected in like manner as other taxes of the County are collected, and when collected be used for the purpose of paying principal and interest on said Lease issued in anticipation of said tax, and for no other purpose whatsoever.

(c) Additional County Funds Available. Principal and interest coming due at any time when the proceeds of said tax on hand shall be insufficient to pay the same shall be promptly paid when due from current funds of the County available for that purpose and reimbursement shall be made from such special fund in the amounts thus advanced.

(d) Right of Non-Appropriation. Notwithstanding anything in this Resolution to the contrary, the payments of principal and interest due on the Lease shall not constitute a mandatory charge or a requirement in any ensuing fiscal year beyond the then current fiscal year, and the Issuer shall have no continuing obligation to appropriate money for the payment of interest and principal due on the Lease and no provision of this Resolution or the Lease shall be construed or interpreted as creating a general obligation or other indebtedness of the Issuer within the meaning of any constitutional or statutory debt limitation. The Issuer's obligation to make payments of interest and principal in respect of the Lease shall be subject at all times to non-appropriation by the Board of Supervisors. On or before December 1 of each year, the Board of Supervisors shall determine whether to budget and appropriate funds for the next succeeding fiscal year to make the payments of principal of and interest due on the Lease during such fiscal year. If the Board of Supervisors determines to budget and appropriate funds for such purposes, the Board of Supervisors agrees to certify to the County Auditor by the following March 31, or such other date as required by Iowa law for certifying the County budget, the amount, if any, of principal of and interest on the Lease which is to be paid from Debt Service Tax Revenues for such fiscal year (the "Debt Service Levy Amount").

I. In the event that funds are not budgeted and appropriated by the Board of Supervisors in any fiscal year in an amount sufficient to meet the payments of interest and principal due on the Lease, the Issuer's obligations under the Lease with respect to future payments of interest and principal thereon without penalty shall terminate, and the Issuer

shall give written notice to the Lessor of the lack of continued funding, and the Issuer's obligations under the Lease shall become null and void on the last day of the fiscal year for which the necessary funds were appropriated. Upon the occurrence of any such non-appropriation, Issuer shall not be obligated to make payment of any additional amounts in respect of principal and interest on the Lease beyond those funds which have been so appropriated, and the Issuer shall not be liable to the Lessor (or any other assignee or holder(s) of the Lease) for any remaining amounts due under the Lease or for any costs, damages (including but not limited to consequential damages) or expenses incurred by the Lessor (or any other assignee or holder(s) of the Lease) as a result of the exercise by the Issuer of the foregoing right of non-appropriation.

Section 6. Lease Fund. The tax shall be assessed and collected each year at the same time and in the same manner as, and in addition to, all other taxes in and for the County, and when collected they shall be converted into a special fund within the Debt Service Fund to be known as the "LEASE PURCHASE DEBT SERVICE FUND 2017 NO. 1" (the "Lease Fund"), which is hereby pledged for and shall be used only for the payment of the principal of and interest on the Lease herein authorized to be issued.

Section 7. Registration of Lease; Appointment of Registrar; Transfer; Ownership and Delivery.

(a) Registration. The ownership of the Lease may be transferred only by the making of an entry upon the books kept for the registration and transfer of ownership of the Lease, and in no other way. The County Auditor is hereby appointed as Registrar and Paying Agent under the terms of this Resolution. Registrar shall maintain the books of the Issuer for the registration of ownership of the Lease for the payment of principal of and interest on the Lease as provided in this Resolution. The Lease shall be negotiable as provided in Article 8 of the Uniform Commercial Code subject to the provisions for registration and transfer contained in the Lease and in this Resolution.

(b) Transfer. The ownership of the Lease may be transferred only upon the Registration Books kept for the registration and transfer of the Lease and only upon surrender thereof at the office of the Registrar together with an assignment duly executed by the holder or his duly authorized attorney in fact in such form as shall be satisfactory to the Registrar, along with the address and social security number or federal employer identification number of such transferee (or, if registration is to be made in the name of multiple individuals, of all such transferees). In the event that the address of the registered owner of the Lease (other than a registered owner which is the nominee of the broker or dealer in question) is that of a broker or dealer, there must be disclosed on the Registration Books the information pertaining to the registered owner required above. Upon the transfer of the Lease, a new fully registered Lease, of any denomination permitted by this Resolution in aggregate principal amount equal to the unmatured and unredeemed principal amount of such transferred fully registered Lease, and bearing interest at the same rate and maturing on the same date or dates shall be delivered by the Registrar. Any costs or expenses, including counsel fees, of the Registrar incurred in connection with an exchange or transfer of the Lease shall be paid by the holder of the Lease requesting such transfers as a condition precedent to the exercise of the privilege of making such exchange or transfer.

(c) Registration of Transferred Lease. In all cases of the transfer of the Lease, the Registrar shall register, at the earliest practicable time, on the Registration Books, the Lease, in accordance with the provisions of this Resolution.

(d) Ownership. As to the Lease, the person in whose name the ownership of the same shall be registered on the Registration Books of the Registrar shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal of the Lease and the premium, if any, and interest thereon shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon the Lease, including the interest thereon, to the extent of the sum or sums so paid.

Section 8. Application of Lease Proceeds. Any proceeds of the Lease, except as may be provided below, shall be credited to the Project Fund and expended only for the purposes of acquiring the Equipment. Any amounts on hand in the Project Fund shall be available for the payment of the principal of or interest on the Lease at any time that other funds shall be insufficient to the purpose, in which event such funds shall be repaid to the Project Fund at the earliest opportunity.

Section 9. Investment of Project Fund Proceeds. All moneys held in the Project Fund shall be invested subject to the provisions of the Tax Exemption Certificate. All such investments shall mature before the date on which the moneys are required for payment of principal of or interest on the Lease as herein provided.

Section 10. Non-Arbitrage Covenants. The Issuer reasonably expects and covenants that no use will be made of the proceeds from the Lease authorized hereunder which will cause the Lease to be classified as an arbitrage bond within the meaning of Section 148(a) and (b) of the Internal Revenue Code of the United States, and that throughout the term of the Lease it will comply with the requirements of the statute and regulations issued thereunder.

To the best knowledge and belief of the Issuer, there are no facts or circumstances that would materially change the foregoing statements or the conclusion that it is not expected that the proceeds of the Lease will be used in a manner that would cause the Lease to be an arbitrage bond. Without limiting the generality of the foregoing, the Issuer hereby agrees to comply with the provisions of the Tax Exemption Certificate and the provisions of the Tax Exemption Certificate are hereby incorporated by reference as part of this Resolution. The Treasurer is hereby directed to make and insert all calculations and determinations necessary to complete the Tax Exemption Certificate in all respects and to execute and deliver the Tax Exemption Certificate at issuance of the Lease to certify as to the reasonable expectations and covenants of the Issuer at that date.

Section 11. Additional Covenants, Representations and Warranties of the Issuer. The Issuer certifies and covenants with the purchasers and holders of the Lease that the Issuer through its officers, (a) will make such further specific covenants, representations and assurances as may be necessary or advisable; (b) comply with all representations, covenants and assurances contained in the Tax Exemption Certificate, which Tax Exemption Certificate shall constitute a part of the contract between the Issuer and the owners of the Lease; (c) consult with bond counsel (as defined in the Tax Exemption Certificate); (d) pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Lease; (e) file such forms, statements and supporting documents as may be required and in a timely manner; and (f) if deemed necessary or advisable by its officers, to employ and pay fiscal agents, financial advisors, attorneys and other persons to assist the Issuer in such compliance.

Section 12. Amendment of Resolution to Maintain Tax Exemption. This Resolution may be amended without the consent of any owner of the Lease if, in the opinion of bond counsel, such amendment is necessary to maintain tax exemption with respect to the Lease under applicable Federal law or regulations.

Section 13. Severability Clause. If any section, paragraph, clause or provision of this Resolution be held invalid, such invalidity shall not affect any of the remaining provisions hereof, and this Resolution shall become effective immediately upon its passage and approval.

Section 14. Repeal of Conflicting Resolutions. All resolutions in conflict herewith are hereby repealed.

Zinnel moved Behn seconded motion to approve purchase of Schneider Permitting software as proposed last week by Mike Salati, Planning and Development Director. NO: None; YES: Behn, Duffy and Zinnel. Motion carried.

Dan Kolacia, County Attorney, asked Board for permission for Boone County Coalition Against Domestic and Sexual Violence to place a collection box in Boone County Courthouse to collect new unopened personal toiletries in Honor of October being Domestic Violence Awareness Month. Zinnel moved Behn seconded motion to permit placement of a collection container to be placed in first floor lobby for collection needs of Boone County Coalition client needs. NO: None; YES: Behn, Duffy and Zinnel. Motion carried.

Scott Kruse, Boone County Engineer presented departmental update.

Duffy adjourned meeting at 12:10 p.m.

These minutes were approved September 20, 2017.

Attest: Philippe E. Meier Boone County Auditor